

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

Civil Action No. 1:18-cv-00915-MIS-SCY

BARBARA MOHON,

Plaintiff,

v.

AGENTRA LLC, TRACYANN NICOLE
HAMILTON and Jane Does 1-10

Defendants.

**DECLARATION OF TRACYANN NICOLE HAMILTON IN SUPPORT OF
DEFENDANT'S REPLY IN SUPPORT OF
MOTION TO SET ASIDE DEFAULT JUDGMENT**

1. I, Tracy Ann Nicole Hamilton, am over the age of eighteen years and am competent to make this declaration.
2. I have knowledge of the matters set forth in this declaration, based on my personal knowledge.
3. In 2017, I worked for Scott Shapiro, who was a general agent for Agentra. I did not make telemarketing phone calls for Mr. Shapiro. My role was to take inbound calls that were transferred to me. During the calls I would work with the person on the phone to enroll them in an insurance plan.
4. These calls were only transferred to me after a "fronter" made a call and confirmed that the called person was potentially interested in insurance.
5. Scott Shapiro managed all my insurance licensing and approvals from third parties such as Agentra to sell their products.

6. Mr. Shapiro's back-office manager, Marsha Griffin, used write my checks out to me. The name of Mr. Shapiro's company, which employed me, was Health Advisors of America.

7. Because I was not making enough money with Mr. Shapiro, I left his company and started my own in 2017. At that point, I did work from 7971 Riviera Blvd #101, Miramar, FL 33023 ("Riviera Blvd.")

8. I performed my duties on behalf of Mr. Shapiro not at Riviera Blvd, but it was a call center in Fort Lauderdale, but not Cypress Creek Rd.

9. Because maintaining the rent at the Riviera Blvd. address was not sustainable, I moved out by early 2018 at the latest, and began working from home at 21111 NW 14th Place, Unit 333, Miami Garden FL 33169.

10. I had not worked at the Riviera Blvd. address since 2017, and my work there was not as an employee of Agentra.

11. I have never resided at Riviera Blvd address.

12. With respect to the Independent Contractor agreement dated March 23, 2018 allegedly between Agentra and myself attached hereto as Exhibit A, I was no longer working for Shapiro at that time, and I have never seen this document before in my life and this is not my signature. Regardless, I was never making outbound telemarketing phone calls.

13. Although the Riviera Blvd. address is set forth in various public filings from 2018 to the present, that was just result of clerical error by my office manager, Doniece Foster.

Those public filings include those set forth as Exhibits 2-15 to Plaintiff's Opposition:

2	2019 Annual Report for DH LLC
3	2019 Cover Letter for Articles of Dissolution for DH LLC
4	June 2019 Transmittal Letter re Article of Incorporation for DH Corp
5	2020 Florida Profit Corp Annual Report for DH Corp
6	2021 Florida Profit Corp Annual Report for DH Corp
7	2022 Florida Profit Corp Annual Report for DH Corp

8	March 9, 2020 Articles of Incorporation for DH Corp
9	2021 Florida Profit Corp Annual Report for Smith & Hamilton Corp
10	Article of Incorporation – DH Socioeconomic Corp.
11	Transmittal Letter - DH Socioeconomic Corp.
12	2020 Florida Not for Profit Corporation Annual Report - DH Socioeconomic Corp.
13	2021 Florida Not for Profit Corporation Annual Report - DH Socioeconomic Corp.
14	2022 Florida Not for Profit Corporation Annual Report - DH Socioeconomic Corp.
15	2022 Florida Not for Profit Corporation Amended Annual Report - DH Socioeconomic Corp.

14. I was owner of Dean-Hamilton Insurance, LLC, which later transitioned to Dean-Hamilton Corporation (“DH Corp), Dean-Hamilton Socioeconomic Development Corp (“DH Socioeconomic Corp.”) and Smith & Hamilton Corp.

15. I am informed that Plaintiff that co-defendant Agentra allegedly mailed me a letter at 1451 W Cypress Creek Rd address in Fort Lauderdale FL, 33309-196.

16. I have never lived or conducted business at the Cypress Creek Rd address.

17. My home address since 11-01-2013 has been 21111 NW 14 Place Unit 333 Miami Gardens Fl 33169 and then beginning 07/28/2020 I reside at 810 NW Greenwich Court Port Saint Lucie Fl 34983

18. I am informed that Plaintiff’s counsel asserts that he emailed me at tracyann@deanhamiltoninsurance.com on 11/30/18 and 12/2/18.

19. The email address tracyann@deanhamiltoninsurance.com is an inactive email whereby tracy@deanhamiltoninsurance.com is the active one.

20. I never received Plaintiff’s counsel’s e-mails to tracyann@deanhamiltoninsurance.com.

21. On April 21, 2021, I signed the Consent Order in CASE NO.: 270903-20-AG attached hereto as Exhibit B. Although the Riviera address is under my signature, a different address is set forth on the proof of service of the same document.

22. The signature block on the Consent Order was not prepared by me or anyone working for me.

23. The proof of service on the Consent Order sets forth my personal email of tracyham@gmail.com

24. The proof of service on the consent order also sets forth the address 5475 NW Saint James Drive, Unit 234, Port St Lucie, FL 34983. This was my mailing address for my office.

25. When I stated on or about July 11, 2022 was the first time I learned that Plaintiff had obtained a default judgment against me, that meant also that was the first time I learned of Ms. Mohon's lawsuit.

26. I am informed that Plaintiff's counsel may seek the cost of obtaining a default judgment if it is set aside. Even if that amount is several thousand dollars, it would present severe financial distress to me. I am currently unemployed and COVID led to a downturn in my business. I currently have two children living with me, and I am the sole means of support.

27. With respect to any request that funds relating to the TD Ameritrade account be paid into the Court's registry, those accounts are set up with my children as beneficiaries.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 7th day of September 2022, at Miami Gardens, FL.

Tracyann Hamilton
Tracy Ann Nicole Hamilton